

## **ARTICLE 15**

### **HOURS OF WORK AND OVERTIME**

The provisions of Sections 1, 2, 3, and 4, of this Article shall not apply to permanent-intermittent employees.

#### **SECTION 1. BIWEEKLY WORK PERIOD.**

The work period is defined normally as eighty (80) hours of work normally performed within the fourteen (14) consecutive calendar days which coincide with current biweekly pay periods.

#### **SECTION 2. WORK DAYS.**

The work day shall consist of an assigned shift within twenty-four (24) consecutive hours commencing at 12:01 a.m. Employees shall normally work eighty (80) hours in a bi-weekly work period separated by a minimum of one period of at least 48 consecutive hours off.

#### **SECTION 3. WORK SHIFT.**

The work shift shall normally consist of eight (8) consecutive work hours which may be interrupted by a meal period. For purposes of this Article, the following work shifts are defined:

Day Shift – Starts between 5:00 a.m. and 1:59 p.m.

Afternoon Shift – Starts between 2:00 p.m. and 9:59 p.m.

Evening Shift – Starts between 10:00 p.m. and 4:59 a.m.

#### **SECTION 4. WORK SCHEDULES.**

Consistent with program needs, employees may be assigned to work rotating or relief shifts.

Work schedules are defined as an employee's assigned shift, work days, and days off. Schedules not maintained on a regular basis shall be established as far in advance as possible, but at least fourteen (14) calendar days prior to the beginning of the pay period to be worked.

Temporary changes in scheduled shifts may be made no less than ninety-six (96) hours prior to the beginning of the pay period to be worked. Any other changes in scheduling may be made no less than forty-eight (48) hours prior to the beginning of the pay period to be worked.

Any changes in scheduling shall be confirmed in writing to the employee and the Union. However, no such temporary scheduled shift changes shall be made without first

discussing the proposed changes with the Union, if the proposed change would affect more than fifty percent (50%) of the employees in a given class/level at any one work location.

The work schedule of the employee shall not be altered within the biweekly work period solely to avoid premium overtime. Any change in work schedule not in compliance with this Section shall result in compensation for hours worked outside the regularly scheduled shift at one and one-half (1½) times the employee's regular rate of pay for those employees eligible for overtime credit. Scheduling changes necessitated by requests initiated by employees shall be exempt from the one and one-half (1½) time compensation required by this Section. Employees may voluntarily agree, without premium rate penalty to the Employer, to changes in the work schedules.

For employees in offices which regularly work a standard eight (8) hour day, five (5) day week, changes in shifts shall be handled by the Employer first seeking qualified volunteers in seniority order. In the event that there is an insufficient number of volunteers, the Employer shall assign qualified employees on an inverse seniority basis.

#### SECTION 5. MEAL PERIODS.

Work schedules shall provide for the work day to be broken at approximately mid-point by an unpaid meal period of not less than thirty (30) minutes. This shall not preclude work schedules which provide for an eight (8) hour work day, inclusive of a meal period. The Employer may reasonably schedule meal periods to meet operational requirements. Those employees who regularly receive an unpaid meal period, and are required to work or be at their work assignments and are not relieved for such meal periods, shall have such time treated as hours worked for the purpose of computing overtime.

#### SECTION 6. REST PERIODS.

There shall be one (1) rest period of fifteen (15) minutes during each four (4) hours worked on a regular shift. The Employer retains the right to schedule employees' rest periods and to occasionally shorten such periods to fulfill emergency operational needs. Rest periods shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off. If an employee works two (2) consecutive hours of overtime which is contiguous to their regular working hours, she/he will receive another rest period.

#### SECTION 7. CALL BACK.

Call back is defined as the act of contacting an employee at a time other than regular work schedule and requesting that the employee report for work and be ready and able to perform assigned duties. Employees who are called back and whose call back time is contiguous to their regular working hours will be paid only for those hours worked. Employees who are called back and whose call back hours are not contiguous with their regular working hours will be guaranteed a minimum of four (4) hours' compensation.

Call back time will be paid at the premium rate, provided that the called back employee has worked more than eight (8) hours in that day or forty (40) hours in that calendar week work period.

In the event the Employer intends to implement on-call provisions, the Employer shall notify the Union and bargain over such conditions of employment.

#### SECTION 8. ALTERNATIVE WORK PATTERNS.

The Appointing Authority may establish work schedules other than eight (8) hours per day, five (5) days per week. If such work schedule(s) are established, the Employer shall first seek volunteers. If there is an insufficient number of volunteers, assignment to such schedule(s) shall be by inverse seniority. Exceptions to voluntary assignment may be agreed to by the parties.

#### SECTION 9. DEFINITIONS.

##### A. Overtime.

Overtime is authorized time that an eligible employee works in excess of eight (8) hours in a day or forty (40) hours in a calendar week work period. For an employee on an alternate work schedule pursuant to Section 8, overtime is authorized time worked in excess of the regular work day or forty (40) hours in a calendar week work period.

##### B. Regular Rate.

The employee's prescribed hourly rate of pay, including any applicable shift differential, and on-call pay.

##### C. Premium Rate.

One and one-half (1½) times the employee's regular rate.

#### SECTION 10. OVERTIME COMPENSATION.

The Employer agrees to compensate employees at the premium rate in cash payment for all hours of work time in excess of eight (8) hours per day or forty (40) hours per calendar week. For employees on an alternate work schedule pursuant to Section 8, the Employer agrees to compensate employees at the premium rate in cash payment for all hours of work time in excess of the regular work day or forty (40) hours in a calendar week work period. "Hours of work time" for purposes of overtime compensation shall not include sick leave, annual leave other than annual leave buy back, or compensatory time used.

#### SECTION 11. COMPENSATORY TIME.

In the event that the Employer wishes to initiate a system, the Employer shall notify the Union and negotiate.

#### SECTION 12. PYRAMIDING.

Premium payment shall not be duplicated (pyramided) for the same hours worked.

#### SECTION 13. OVERTIME PROCEDURE.

The Employer has the right to require an employee to work overtime, and to schedule overtime work as required in the manner most advantageous to the Employer and consistent with the requirements of State employment and the public interest.

The procedure for offering voluntary overtime and for assigning involuntary overtime may be negotiated at the secondary level. Current practices with regard to scheduling overtime shall continue unless altered in secondary level negotiations.

Incidental overtime (overtime required to finish serving the public at the end of the business day) shall be offered or assigned in accordance with current practices for scheduling overtime only to employees in the building or group of buildings which constitutes a facility where the overtime is needed.

Probationary employees may not be included in overtime work if the Employer determines they are not qualified to perform the work, but shall be included under all overtime regulations upon completion of their probationary period.

#### SECTION 14. REDUCTION IN HOURS.

In the event that the Employer wishes to propose reduction in hours of employment, the Employer and the Union shall negotiate such proposals. The Employer shall not propose such reduction in hours of employment directly to employees. However, nothing shall preclude an individual employee from initiating a request in the reduction of his/her hours, and nothing shall preclude the Employer from granting such individually initiated requests.